



of business in New York, New York; that Plaintiff was employed by AHAC within the meaning of ERISA, § 1981, the NYSHRL, and the NYCHRL from December 4, 1995 through her discharge on November 16, 2007; that defendant Anthony DeStefano (“DeStefano”) is a Caucasian male who at all relevant times was employed by AHAC as a Director of Human Resources (and that DeStefano also had Human Resources responsibility over National Union Fire Insurance Company of Pittsburgh, Pa. -- also a subsidiary of AIG); that defendant Matthew Frankel (“Frankel”) is a Caucasian male who at all relevant times was employed by AHAC as the President of its Warranty Division; that Plaintiff filed a charge of discrimination with the EEOC on February 28, 2008 naming AIG as the Respondent; that Plaintiff filed an Amended charge of discrimination with the EEOC on April 16, 2008 naming AHAC as a co-Respondent; that the EEOC issued a Right-To-Sue Notice to Plaintiff on these charges on April 23, 2008; and that Plaintiff filed her Amended Complaint within 90 days of her receipt of said Right to Sue Notice.

Defendants further admit that AIG is both the plan sponsor and administrator for the Supplemental Group Life Insurance Benefit Plan (“SGLI Plan”) offered to employees of AIG and its subsidiaries; that Plaintiff was a participant in AIG’s SGLI Plan from December 4, 1995 through December 17, 2007; that AIG’s SGLI Plan provides a participating employee with supplemental group life insurance coverage (“coverage”) equal to the employee’s annual base salary rounded up to the highest \$1,000; that the SGLI Plan currently allows a participating employee to purchase coverage in the amount equal to one, two, three, or four times the employee’s annual salary, rounded up to the highest \$1,000, to a maximum coverage of \$1,000,000; that the cost of Plaintiff’s SGLI Plan coverage was regularly deducted from her bi-weekly paychecks; that Nancy Pearlstein, a Caucasian supervisor in AIG’s corporate benefits

department, provided Plaintiff with the necessary paperwork to request a reduction of her SGLIP coverage from two to one times her annual base salary; that Plaintiff completed that form which was then approved by Human Resources Manager Kathleen Mahony; that, on September 10, 2007, Pearlstein informed Plaintiff that no evidence of insurability was required to reduce her SGLIP coverage and referred Plaintiff to Dianne Rotondo for any information that Plaintiff needed regarding the conversion of her SGLIP coverage; and that Plaintiff's annual base salary at the time of her discharge on November 16, 2007 was \$69,500.

Defendants deny all of the other allegations in Plaintiff's Complaint and deny that Plaintiff is entitled to any relief.

#### **Second Defense**

Plaintiff's claims are barred for failure to state a claim upon which relief may be granted.

#### **Third Defense**

Plaintiff's claims are barred in whole or in part by the applicable statute of limitations.

#### **Fourth Defense**

Plaintiff's claims are barred in whole or in part for failure to comply with the applicable procedural prerequisites and/or failure to fully exhaust her administrative remedies prior to filing suit.

#### **Fifth Defense**

Plaintiff's claims for damages must be offset by any failure on her part to mitigate her damages and/or by any mitigating earnings or other benefits. Furthermore, Plaintiff's claims for damages must be discarded to the extent that Plaintiff has alleged duplicative damages in each of the four causes of action in her Complaint.

**Sixth Defense**

At all relevant times, Plaintiff's employer had an effective policy in place to address discriminatory harassment and Plaintiff failed to complain about discrimination at any time during her employment.

**Seventh Defense**

Defendants at all times acted in good faith and without malicious, wanton, reckless, or in willful disregard of either federal, state or city anti-discrimination laws. As a result, Plaintiff has no viable claim for punitive damages. Further, Plaintiff's claim for punitive damages is likewise barred under Section 8-107(13)(e) of the NYCHRL.

**Eighth Defense**

AIG was never Plaintiff's employer and, thus, all of Plaintiff's claims against AIG are barred for failure to state a claim. Instead, American Home Assurance Company ("AHAC") was Plaintiff's sole employer during all relevant times. While AHAC is a subsidiary of Defendant AIG, it is a wholly separate entity.

**WHEREFORE**, Defendants request that the Court:

- (a) dismiss Plaintiff's Complaint with prejudice;
  - (b) award Defendants the costs of this action, including reasonable attorneys' fees;
- and
- (c) provide Defendants any other relief to which they may be entitled.

Dated: June 30, 2008

Respectfully submitted,

s/ Kristine Aubin

Michael J. Sheehan (MS-2958)

(*Pro Hac Vice*)

[michael.sheehan@dbr.com](mailto:michael.sheehan@dbr.com)

Kristine Aubin (KA-3689)

(*Pro Hac Vice*)

[kristine.aubin@dbr.com](mailto:kristine.aubin@dbr.com)

Drinker Biddle & Reath, LLP

191 N. Wacker Drive, Suite 3700

Chicago, IL 60606

Telephone: (312) 569-1000

Facsimile: (312) 569-3000

Janice B. Grubin (JG-1544)

[janice.grubin@dbr.com](mailto:janice.grubin@dbr.com)

Drinker Biddle & Reath, LLP

140 Broadway, 39th Floor

New York, NY 10005

Telephone: (212) 248-3140

Facsimile: (212) 248-3141

Attorneys for Defendants

American International Group, Inc., Anthony

DeStefano, and Matthew Frankel

**CERTIFICATE OF SERVICE**

The undersigned attorney hereby certifies that a copy of the foregoing **Defendants' Amended Answer and Affirmative Defenses** was served via both the Court's ECF filing system and overnight delivery on this 30th day of June, 2008, upon:

Vincent I. Eke-Nweke  
Law Office of Vincent I. Eke-Nweke, P.C.  
498 Atlantic Avenue  
Brooklyn, NY 11217  
(718) 852-8300  
Counsel for Plaintiff

s/ Kristine Aubin

Kristine Aubin